

Director of Technical Education & Training, Odisha, Cuttack
At-Killamaidan, Po-Buxibazar, Cuttack-753001

Tender Call Notice No. 9962 Date 22.9.2021

Sealed Tenders are invited from reputed Manpower Agencies/Service Providers to provide the services of Manpower on outsourcing basis for official works of the DTE&T, Odisha, Cuttack.

The cost of the tender documents is Rs.525/- (non-refundable inclusive VAT) only which will be deposited in the shape of Demand Draft drawn on any Nationalized Bank in favour of Director of Technical Education & Training, Odisha payable at Cuttack. The tender document shall only be downloaded from the official website www.dtetorissa.gov.in & submitted within the due date along with the cost of the tender document.

Tender should be accompanied by refundable Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten thousand only) in the shape of Demand Draft drawn in favor of Director of Technical Education & Training, Odisha on any Nationalized Bank payable at Cuttack. Tender claiming exemption/concession for EMD/tender document fees has to submit copy of relevant documents for providing manpower service to avail such benefit.

The last date of receipt of tender document by post/ courier is 07.10.2021 up to 3.00 PM at Director of Technical Education & Training, Odisha, At-Killamaidan, Po- Buxibazar, Cuttack-753001 by Regd. Post/Speed post only. The DTET shall not be held responsible for any postal delay. No tender shall be received in person or by hand.

The undersigned reserves the right to accept or reject or cancel any or all bids without assigning any reason thereof.


Director of Technical Education & Training
Odisha

SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. Director of Technical Education & Training, Odisha, Cuttack requires the services of reputed, reliable and financially sound Manpower Service Providers to provide the services under the following areas.
 - DEO
 - Watch and Ward
 - Gardener
2. The contract for providing the aforesaid services is for one year. The period of the contract may further be extended beyond one year subject to requirement of DTE&T, Odisha & satisfactory performance of the agency. The contract may be curtailed/ terminated before end of contract period owing to insufficiency in service or substandard quality of services executed by the selected Service Provider or because of change in requirements of DTE&T. The DTE&T, Odisha however, reserves the right to terminate this initial contract at any time after giving one month notice to the selected Service Provider.
3. The interested Manpower Service Providers may submit the tender document filled in all respect along with Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand) only and other requisite documents on or before 07.10.2021 at 3.00 PM in the Office of the Director of Technical Education & Training, Odisha, At-Killamaidan, Po- Buxibazar, Cuttack-753001 by Regd. Post/Speed post only.

The bidders should download the tender document from website dtetodisha.gov.in and enclose a Demand Draft of Rs.525/- inclusive of VAT towards the cost of tender drawn in favour of Director of Technical Education & Training, Odisha payable at Cuttack. The Tender claiming exemption/concession for EMD/ Tender document fees has to submit copy of relevant document for providing manpower service to avail such benefit.

The various dates relating to "Tender for Providing Manpower Services to the Director of Technical Education & Training, Odisha are cited as under.

- (a) Period of downloading of Tender documents: From 23.09.2021 onwards.
- (b) Date for submission of Tender documents: From 23.09.2021 to 07.10.2021 up to 3.00 PM (By Regd. Post/Speed post/Courier only.)
- (c) Date and time for opening of:
 - (i) Technical Bids: 21.10.2021 at 3.00 PM.
 - (ii) Financial Bids of eligible Bidders: 22.10.2021 at 3.00 PM

4. The tender envelopes should be superscripted "Tender for providing Manpower Services to DTE&T, Odisha" and it must be sealed.
5. The Earnest Money Deposit (EMD) Rs. 10,000/- (Rupees Ten thousand) only, refundable (without interest) should be necessarily accompanied with the Technical Bid of the Service Provider in the form of Demand Draft/Pay Order drawn in favour of Director, Director of Technical Education & Training, Odisha Payable at Cuttack failing which the tender shall be rejected.
6. The successful tenderer will have to deposit a Performance Security of Rs.50,000 (Rupees Fifty thousand only) in the form of Bank Guarantee from any Nationalized Bank in favour of the Director of Technical Education & Training, Odisha Payable at Cuttack covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be renewed accordingly by the successful tender.
7. Conditional bids shall not be considered and will be out rightly rejected.
9. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the financial Bid form. In such cases, the tender shall be summarily rejected.

However, the cuttings, if any, in the Technical Bid must be initialled by the person authorized to sign the tender bids.

10. The Technical Bids shall be opened on the scheduled date and time, in the Conference Hall of the DTE&T, Odisha, Cuttack in presence of the authorized representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
11. The Director of Technical Education & Training, Odisha reserves the right to accept/reject or cancel any or all bids without assigning any reason thereof.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER

1. The tendering Manpower Service Provider should full fill the following technical specifications.
 - a. The registered office of the Manpower Service Provider should be located within Odisha.
 - b. The Service Provider for services should have experience in providing Services to (Central/State) Government/ PSU Departments. Proof of the successful execution of work from competent authority is to be enclosed.
 - c. The Manpower Service Provider should have own Bank Account.
 - d. The Manpower Service Provider should be registered with Service Tax departments and should have valid Service Tax Registration Number.
 - e. The Man power Service Provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - f. The Manpower Service Provider should be registered with Labour Department, i.e. License under Contract Labour (Regulations and Abolition) Act. 1970.
 - g. The Service Provider should be a financially sound party and his annual turnover should not be less than Rs.10, 00,000/-(Rupees ten lakh). Copy of audited financial statement for the financial year 2019-2020 & 2020-21 should be attached.

TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN DIRECTORATE OF TECHNICAL EDUCATION & TRAINING, ODISHA, CUTTACK ON OUTSOURCING BASIS

1. She / he should be of above 18 years of age and not exceeding 40 years.
2. The Minimum Educational Qualification for Data Entry Operators will be graduation in any discipline. The Data Entry Operator should have a speed of 400 characters per minute in English and should be well conversant with computers and essentially well trained in Window, MS Office, Internet and LAN function. Minimum experience of Two years as Data Entry Operator is essential.
3. The minimum qualification of Watchman/Gardener will be Class-VII pass.

TECHNICAL BID

1. Name of Tendering Manpower Service Provider _____
2.(a)Details of Earnest Money Deposit: DD No. _____ date _____

Rs. _____ drawn on Bank _____
(b)Details of cost of Tender paper D.D. No. _____ dt. _____ drawn on Bank Amount _____

3. Name of Proprietor/Partner/Director _____
4. Address of Registered Office _____

E-mail _____ Address _____ Telephone No. _____
Mobile No. _____

5. Full address of operating/Branch Office: _____

E-mail Address _____ Address _____
Telephone No. _____

6. Name & telephone no. of Authorized officer/person to liaison with
filedOffice(s) _____
7. Banker of the Manpower Service Provider _____
8. Telephone Number of Banker: _____
9. PAN/GIR No.: _____
10. Service Tax Registration No.: _____
11. E.P.F. Registration No.: _____
12. E.S.I. Registration No.: _____
13. Financial turnover of the tendering Service Provider

| Financial Year | Amount (Rs. Lakh) | Remarks, if any |
|----------------|-------------------|-----------------|
| 2019-2020 | | |
| 2020-2021 | | |

(if the space provided is insufficient, a separate sheet may be attached)

14. Additional information, if any
15. Give details of the major similar contract handled by the tendering
ManpowerService Provider during the last two years in the following format.

(If the space provided is insufficient a separate sheet may be attached)

| Sl.No. | Name of client, Address, telephon eNo. | Type of Manpower Provided | Nos. | Amount Of contract Rs. Lakhs | Duration of contract |
|--------|---|---------------------------------|------|---------------------------------------|----------------------|
| | | | | | |

16. The annual return/e-return/challan filed in ESI & EPF for last year up to March,
2021 (attach attested copies).

17. Additional information if any
(Attach separate sheet, if required) Date:

Place:

Signature of authorized person.
Full Name:
Seal

DECLARATION

I _____ Son/Daughter
/wife of Shri _____

Proprietor/Director/authorized
signatory of the Service Provider, mentioned above, am competent to sign this
declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them.

2. The information/documents furnished along with the above bid documents are
true and authentic to the best of my knowledge and belief. I/we, am/are well aware of
the fact that furnishing any false information/fabricated document would lead to
rejection of my/our tender at any stage besides liabilities towards prosecution under
appropria^{te}law.

3. I/we have not been black listed by any (Central/State) Government/PSU
Departments.

Date:

Place:

Signature of authorized person

Full Name:

Seal

Seal & Signature of Bidder.

FINANCIAL BID

For providing to services to Director of Technical Education & Training, Odisha payable at Cuttack.

1. Name of tendering manpower service provider:
2. The bidder shall give the rate per person per month inclusive of all statutory liabilities, taxes, levies, cess, profit, etc.

| Sl. No. | Manpower type | Monthly Rate per person | | | | | | |
|---------|---------------------|-------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------|-------------------|-------------------------|
| | | Rate of payment (Rs) | Employer EPF share as applicable | Employer ESI share as applicable | Other Statutory dues if any (Rs) | Service charges (Rs) | Service tax (Rs.) | Total per persons (Rs.) |
| 1 | Data Entry Operator | | | | | | | |
| 2 | Watchman | | | | | | | |
| 3 | Gardener | | | | | | | |

Notes

Minimum take home remuneration per person should be Rs.8880/- for Data Entry Operator.

Date: _____

Place: _____

Signature of authorized person
(Full Name)

Seal

Seal & Signature of Bidder.

TERMS AND CONDITIONS

GENERAL

1. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to inefficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The contract shall automatically expire on completion of one year unless or otherwise extended further on mutual consent of the Service Provider and the DTE&T, Odisha.
3. The contract may be extended on the same terms and conditions or with some additions/ deletions/modifications, for a further specific period mutually agreed upon by the Manpower Provider and the DTE&T, Odisha.
4. The Service Provider shall not be allowed to transfer, assign, pledge or sub contract its rights and liabilities to any other agency or organization.
5. The DTE&T, Odisha at present, has tentative requirement of 10 nos. Data Entry Operators, 02 nos. Security Guard, 01 no. Gardener. The requirement of Manpower may further Increase or decrease, during the period of initial contract also and the Tenderer would have to provide additional Manpower Services, if required, on the same terms and conditions.
6. The Service Provider will be bound by the details furnished by it to the DTE&T, Odisha while submitting the tender or at any subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of the contract.
7. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM & shall work under the Officer as may have been kept in charge of the Office. In case the person deployed comes late/leaves early on three occasions, proportionate reduction from the remuneration for one day will be made.
9. The persons deployed shall avail holidays as prescribed in Govt. calendar. Their services can also be utilised as and while required.
10. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the DTE&T, Odisha so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in DTE&T, Odisha shall be that of the Manpower Provider and the DTE&T, Odisha will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and show such evidence as may be required by the DTE&T, Odisha.
12. For all intents and purposes, the Service Provider shall be "Employer" within the meaning of different Rules and Acts in respect of manpower so deployed. The person deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the DTE&T, Odisha. There shall not be employer-employee relationship between DTE&T, Odisha and the persons deployed on outsourcing basis.
13. The Manpower Service Provider shall be solely responsible for the redressal of grievances of resolution of disputes relating to persons deployed. The DTE&T, Odisha shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed persons are not attended to by the Service Provider, the deployed persons can place their grievance before a joint committee consisting of a representative of the DTE&T, Odisha and an Authorized representative of the Service Provider.
14. The DTE&T, Odisha shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in the course of performing the functions/duties, or for payment towards any compensation.

15. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the contract or after expiry of the contract.
16. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
17. The person deployed shall not claim any benefit or compensation or absorption or regularization or deployment with this office under the provision of Rules and Acts. Undertaking in the form of an affidavit, from the person deployed to this effect shall be required to be submitted by the Service Provider.
18. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner provident Fund Authorities Employees State Insurance Corporation etc. and a copy of registration should be submitted. The Service Provider shall complete with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
19. The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable and the proof of such deposit shall be submitted as and when required by the DTE&T, Odisha.
20. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
21. The persons deployed should be polite, cordial and *efficient while* handling the assigned work and their actions should promote good will and enhance the image of DTE&T, Odisha. The Service Provider shall be responsible for any act of indiscipline by the persons deployed.
22. The Service Provider shall provide manpower in 1:05 ratio against the requirement for which due selection procedure shall be made by the DTE&T before engagement of the manpower.

LEGAL

23. The persons deployed shall during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take Oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
24. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in DTE&T, Odisha. The DTE&T, Odisha shall have no liability in this regard.
25. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to DTE&T, Odisha to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the DTE&T, Odisha bi-monthly with the bill.
26. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the DTE&T, Odisha or any other authority under law.
27. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules as amended from time to time and a certificate to this effect shall be provided by the DTE&T, Odisha.
28. In case, the Service Provider fails to comply with any liability under appropriate law and as a result thereof, the DTE&T, Odisha is put to any loss/obligation monetary or otherwise DTE&T, Odisha will be entitled to get itself reimbursed out

of the outstanding bills or the performance security deposit of the Service Provider, to the extent of the loss obligation in monetary terms.

29. The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration to employed persons and non - payment of statutory dues. The DTE&T, Odisha will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss is caused to the DTE&T, Odisha by the person deployed the same shall recovered from the unpaid bills or adjusted from the performance security Deposit.

FINANCIAL

30. The financial bid should be accompanied with an Earnest Money Deposit(EMD) of refundable without interest of Rs. 10,000/- (Rupees Ten thousand) only, in the form of Demand Draft/Pay Order drawn in favour of "Director of Technical Education & Training, Odisha" failing which the tender shall be rejected out rightly. The Tenderer claiming exemption/concession for EMD/ Tender document fees has to submit copy of relevant document for providing manpower service to avail such benefit.
31. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First stage)/Financial Bid(Second competitive stage) shall be returned to them without any interest. In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further Notice.
32. The successful tenderer will have to deposit a Performance Security Deposit of Rs.50,000 (Rupees fifty thousand) only in the form of Bank Guarantee from any Nationalized Bank in favour of the "Director, Director of Technical Education & Training, Odisha" covering the period of contract. In case the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the bidder.
33. In case of breach of any terms and conditions attached to this agreement, the performance security Deposit of the Service Provider shall be liable to be forfeited beside annulment of the Agreement.

PAYMENT TERMS

34. The Service Provider shall raise the bill, along with signature of all Manpower and the certification by concerned officer as a proof that the payments to all have been made by Contractor in the presence of concerned officer of the section. On monthly basis, the contractor should submit the bill (in duplicate) along with photocopies of (Wages and attendance) registers for that month as prescribed under minimum wages act, and authenticated proofs for payment of (EPF, ESI) with ECR 8 Service tax dues in respect of all Manpower's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10th of the subsequent month.
35. As far as possible the payment will be released by the 25th of the month.
36. The amount of penalty calculated @ 100 per day on account of delay, if any, in providing suitable substitute for the period beyond three working days by the Service Provider shall be deducted from its monthly bills in the succeeding month.
37. The Authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the problem encountered at a later stage.
38. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or Controlling Officer for his decision and the same shall be binding on all parties.
39. All disputes shall be under the jurisdiction of Cuttack.
40. The successful bidder will enter in to an agreement with the DTE&T, Odisha for providing quality services as per requirement of this office on the above terms and conditions.

MANDATORY DOCUMENTS TO BE PROVIDED

1. Technical Bid and Financial Bid to be submitted separately.
2. Self-attested copy of registration certificate of agency:
3. Self-attested copy of PAN /GIR Card.
4. Self-attested copy of IT return of 2020-21 assessment year filed by agency:
5. Self-attested copy of Service Tax registration certificate:
6. Self-attested copy of E.P.F. registration certificate with proof of payment up to 31.3.2021.
7. Self-attested copy of E.S.I. registration certificate with proof of payment up to 31.3.2021.
8. Self-attested copy of the Labour License, registration certificate under contract Labour (Regulations and Abolition) Act-1970.
9. Self-attested copy of similar type of work Experience for providing DEO/Watchman/Gardener.
10. Certified documents in support of financial turn over for the financial year 2019-20 & 2020-21.
11. Copy of the all pages in Tender document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Failures to submit any of the above documents will lead to rejection of the tender document.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower to be provided by the agency for selection of manpower in the ratio 1:05 for deployment in DTE&T, Odisha ,Cuttack containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons indicating the permanent, temporary address, colour photograph and Cell Phone Number.
3. Undertaking from the person concerned.
4. Any other relevant document.

Seal & Signature of Bidder

AGREEMENT

This Agreement is made on this day of _____
Between

The Director, Director of Technical Education & Training, Odisha, Cuttack represented by

Sri _____ herein after referred to as the "Authority"
which expression shall, where the context so requires or admits, also include its
successors or assignees of the one part.

AND

M/s _____ represented by Sri
_____ herein after called the
"Manpower Service Provider" which expression shall, where the context so requires or
admits, also include its successor or assignees of the other part.

Whereas, the "Authority" desires that the services of " _____ " are
required in DTE&T/ Office.

And whereas the "Manpower Service Provider" has offered its willingness to the same in
conformity with provisions of the agreement.

And whereas "Authority" has finalized the rate as per the terms and conditions of the
agreement to the "Manpower Service Provider".

Now this agreement witness as below:-

1. That the Annexure containing the Terms and conditions shall be deemed to form
and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the
"Manpower Service Provider" the "Manpower Service Provider" hereby agrees with
the 'Authority' to provide personnel to be engaged as _____ in the
DTE&T, Odisha in conformity with the provisions of the Terms and Conditions.
3. That the 'Authority' hereby further agrees to pay the 'Manpower Service provider' the
contract price at the time and in the manner prescribed in the said terms and
conditions.
4. That in the event of any dispute that may arise it shall be settled as per the
Terms and conditions of the contract.

That this agreement is valid up to _____

IN WITNESS WHEREOF the parties have caused their respective common seals to De here into
set their respective hands and seals on the day and year first written above.

Signature of the Contractor

Signed and delivered

Name/Address of the Contractor

For and on behalf of DTE&T, Odisha

In the presence of witness:-

1. Signature :
Name
Designation:Address

1. Signature:
Name:
Designation:
Address:
Seal & Signature of Bidder

ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT

1. The agreement shall commence from _____ (date) and shall continue till date unless it is curtailed or terminated by the authority owing to deficiency of service, sub standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall automatically expire on (date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of agreement making of liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the agreement during initial period also after giving 15 days' notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00AM & shall work under the Officer as may have been kept in charge of the Office. In case the person deployed remains absent on a particular day or comes late/leaves early on three occasions proportionate deduction from the remuneration for one day will be made.
8. The Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DTE&T, Odisha so that optimal services of the persons deployed could be availed without any disruption.
 - (a). The profile of DEO to be deployed shall be submitted to DTE&T, Odisha. The ability of the person concerned will be tested by our Experts & successful candidates will be deployed by the agency.
 - (b). The persons deployed are entitled to avail one day weekly off.
 - (c). The persons deployed may be called upon on Sunday to attend duty for which they may avail any subsequent weekly day as weekly day of rest with due permission of concerned officer.
9. The entire financial liability in respect of services deployed in the DTE&T, Odisha shall be that of the Service Provider and the DTE&T, Odisha will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and produce such evidence as may be required by the DTE&T, Odisha.
10. For all intents and purposes, the manpower's Service Provider shall be "Employer" within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the DTE&T, Odisha. There shall not be employer-employee relationship between DTE&T, Odisha and the persons deployed on outsourcing basis.
11. The Service Provider shall be solely responsible for the redresses of grievances or resolution of disputes relating to persons deployed. The DTE&T, Odisha shall, in no way, be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of DTE&T, Odisha and an authorized representative of the Service Provider.

12. The DTE&T, Odisha shall not be responsible for any financial loss or any injury/death of any person deployed by the Service Provider in course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the period of contract after expiry of the contract.
14. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
15. The persons deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking in the form of affidavit, from the person deployed to this effect shall be required to be submitted by the Service Provider.
16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, provident Fund Authorities Employees State Insurance Corporation etc. and a copy of registration should be submitted. The Service Provider shall complete with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
17. The Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to the his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service Provider. The Service Provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable.
18. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
19. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the DTE&T, Odisha. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The persons deployed shall during the course of their work to be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take Oath of confidentiality and breach of this condition shall make the service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
21. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages as payable to different types of workers in respect of the persons deployed by it in the DTE&T, Odisha. The DTE&T, Odisha shall have no liability in this regard.
22. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the DTE&T, Odisha to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the DTE&T, Odisha.
23. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of DTE&T, Odisha or any other authority under law.
24. The Tax deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules as amended, from time to time and a certificate to this effect shall be provided by DTE&T, Odisha.
25. In case, the Service Provider fails to comply with any liability under appropriate law and as a result thereof, the DTE&T, Odisha is put to any loss/obligation monetary or otherwise, the DTE&T, Odisha will be entitled to get itself reimbursed

- out of the outstanding bills or the performance security Deposit of the Service Provider, to the extent of the loss or Delegation in monetary terms.
26. The agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The DTE&T, Odisha will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DTE&T, Odisha by the person deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposit.
 27. In case of breach of any terms and conditions attached to this agreement, the performance security deposit of the Service Provider shall be liable to be forfeited beside annulment of the Agreement.
 28. The Manpower Service Provider shall raise the bill, along with signatures of all Manpower and certification by concerned officer as a proof that payments to all have been made by Contractor in the presence of concerned Officer. On monthly basis, the contractor should submit the bill (in triplicate) along with photocopies of (Wages and attendance) registers for that month as prescribed under minimum wages Act, and authenticated proofs for payment of (EPF,ESI) with ECR & Service tax in respect to all Manpower's latest by 7th of the following month duly certified by the concerned officer, for payment as per different tender's terms-conditions. The contractor shall submit the bill by 10th of the month.
 29. As far as possible the payment will be released by the 25th of the succeeding month.
 30. The amount of penalty calculated @ 100 per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
 31. The Authority reserves the right to withdraw or relax any of the terms and condition mention above so as to overcome the provision encountered at a later stage.
 32. In the event of any dispute arising in respect of the clauses of the agreement of the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling office for his decision and the same shall be binding on all parties.
 33. All disputes shall be under the jurisdiction of Cuttack only.


DTE&T, Odisha, Cuttack.